-set-forth below-

- 1. By August 4, 2000, defendant shall file and serve its motion for summary judgment.
- 2. By August 30, 2000, plaintiff shall file and serve his response.
- 3. By September 8, 2000, defendant shall file and serve any reply.

SO ORDERED.

THEODORE H. KATZ

UNITED STATES MAGISTRATE JUDGE

Dated:

July 19, 2000

New York, New York

Copies mailed to:

Jeffrey McAdams, Esq. Law Offices of Jeffrey McAdams 305 Broadway Suite 500 New York, New York 10007

Eric Rosenfeld, Esq. Seyfarth, Shaw, Fairweather & Geraldson 1270 Avenue of the Americas New York, New York 10020

IN THE UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION

In re:)	Chapter 11
)	Case No. 02-B-48191
UAL CORPORATION, et al.,)	(Jointly Administered)
)	Honorable Eugene R. Wedoff
Reorganized Debtors.)	Hearing Date: June 28, 2007
)	Hearing Time: 10:00 a.m.

UNITED'S RESPONSE TO CLAIMANT PETER HOFFMAN'S "AFFIDAVIT IN OPPOSITION TO DEBTOR'S MOTION TO DISALLOW" [RELATED TO DOCKET NOS. 16622, 16688, AND 16724]

On May 17, this Court ordered Peter Hoffman to respond to United's dispositive arguments on the merits on his claim. (5/17/07 Tr. at 8-9) In particular, Hoffman was directed to respond to United's argument that even if former supervisor Robert Cafiero promised to process Hoffman's competitive transfer request (CTR) to the pilot ranks in exchange for Hoffman's resignation, Cafiero's alleged failure to do so was irrelevant because *Hoffman could never have become a United pilot*. As United argued, three facts make Hoffman's claim — that a processed CTR would have led to his employment as a United pilot — impossible:

- First, under United policy, a CTR can only be granted to individuals that have been with the company for more than twelve months. Hoffman was a United employee for approximately six months, and resigned after being told he was about to be terminated after failing to complete his six-month probationary period.
- Second, a CTR can only be granted to actual United personnel. Hoffman resigned in lieu of being terminated. United could not have "competitively transferred" an individual who had resigned from the company.
- Third, even had a CTR been processed, and Hoffman interviewed for a pilot position, he never would have been hired. Hoffman as he conceded multiple times at deposition was woefully unqualified for the job.

The Court told Hoffman he needed to demonstrate that he "would have been a pilot [because t]hat's the basis for your claim for damages." (5/17/07 Tr. at 9)

Hoffman's response was both untimely and woefully insufficient. In his response brief, Hoffman provides no evidence whatsoever to even suggest, let alone demonstrate, that he would have become a United pilot had his CTR been processed. All Hoffman offers is rank speculation that contradicts his sworn deposition testimony. That is not enough to survive disallowance.

First, Hoffman was only a United employee for six months, and he did not successfully complete his probationary period at the company. (Ex. A, Hoffman Dep. at 55-56) United's policies limited CTRs to those who had been with the company more than one year:

> Competitive Transfer. Employees must complete one year of service to be eligible to request transfer. Thereafter, employees may request competitive transfer after completing one year in the new job classification.

(Ex. B, UAL Personnel Regulations, p. 44 at 5(b)).

Hoffman does not challenge the existence of a company policy prohibiting competitive transfers for employees serving less than a year. Instead, Hoffman suggests that he should have received a "waiver" from these requirements. (Hoffman Br. at 2) Not so. As a threshold matter, whatever Hoffman's so-called "agreement" with Cafiero actually was (and Hoffman could not remember any details), Hoffman admitted under oath that he never asked Cafiero for a waiver:

> Q: Have you got any evidence, documentation or otherwise, that [Cafiero] promised to get you a waiver of the 12-month requirement?

A: No, sir. (Ex. A, Hoffman Dep. 49:14-17)

Q: You have so far not told us that waiver was mentioned in any conversation between you and Mr. Cafiero.

¹ The Court ordered Hoffman to respond by June 7, 2007. (Docket No. 16688) Hoffman's response was not served until June 11, 2007, and not docketed until June 16, 2007. (Docket No. 16724) Hoffman did not seek leave of court to file an untimely response.

A: I have not told you that.

Q: Was it ever mentioned?

A: I don't remember. (Hoffman Dep. at 50)

* * * * *

Q: Did you ever ask anybody at United for a waiver of the one-year requirement?

A: I don't know. I don't think so. (Id. at 81) (emphasis added)

Moreover, had Hoffman asked Cafiero for a waiver of United's 12-month rule, the response surely would have been "no." Cafiero did not himself have authority to grant a waiver of the one-year requirement — only the ability to ask his manager to issue a waiver. In fact, Cafiero had never personally granted one. (Ex. C, Cafiero Dep. at 6, 17)² Cafiero specifically told Hoffman that he could not formally process Hoffman's CTR because of the 12-month requirement. (Ex. C, Cafiero Dep. at 7-8, 11) Given that Hoffman never asked for a waiver, it is absurd to suggest that Cafiero would have *sua sponte* asked his manager to grant Hoffman a waiver. It is even more absurd to suggest that Cafiero's manager would have granted a waiver for a now-resigned employee that had failed to emerge from his probationary period at the company and had a penchant for "getting up and disappearing" from his job and not getting along with co-workers. (Ex. C, Cafiero Dep. at 17, 27).

Altogether, there is no evidence to support Hoffman's claim that he even asked for a waiver from United's 12-month policy, let alone that he could have received one. Hoffman simply could not have received a CTR.

² In his Motion, Hoffman claims that 2 other specific United employees received waivers of the 12-month requirement for CTRs to non-pilot positions. That bald allegation (which Hoffman has no foundation to make anyway) was denied by Cafiero under oath (Ex. C, Cafiero Dep. at 6-7), but it is irrelevant. Hoffman provides no evidence that *he* would have or should have received a waiver, had he asked for one (which he did not).

Second, Hoffman concedes that he resigned from United on December 18, 1992, in lieu of being terminated. (Ex. D, Hoffman Resignation Letter) United's policies only permit the granting of CTR requests to actual United employees. (Ex. B, UAL Policy at p. 44) Once Hoffman resigned from the company, he became ineligible for a CTR under any circumstances. (Ex. C, Cafiero Dep. at 20) ("Q: And would there be a way to have a waiver of the fact that he was no longer an employee? A: If there is one, I am not aware of it.").

Third, Hoffman was not qualified for the job of a United pilot. Hoffman presents no evidence that he would have been hired if United's flight operations department had accepted the CTR and interviewed him. To the contrary, Hoffman admits that he had previously applied for a job as a United pilot, and did not even get an interview. (Ex. A, Hoffman Dep. 77) Similarly, Hoffman applied for jobs at Continental and American and was summarily rejected. The reason was simple: as Hoffman admitted under oath, he "didn't have sufficient experience to qualify for a job with United, American, Continental or any of the [Part]121 carriers." (Id. at 80)³ Hoffman provides no evidence that United had hired people with qualifications similar to his in the past, and nothing remotely suggests that he could have been hired as a United pilot. Cf. Sutton v. United Airlines, Inc., 130 F.3d 893, 905 (10th Cir. 1997) (for purposes of ADA, "all pilot positions at all airlines . . . require the same or similar training, knowledge, skills, or abilities").4

³ "Part 121" is the set of federal regulations governing commercial airlines such as United. 14 CFR Part 121.

⁴ Hoffman's verified response states, in conclusory fashion, that he "had already achieved more than the requisite licenses, rating and experience to qualify for the Pilot position at UAL." (Mtn. at 5 ¶ V). That allegation is contradicted by Hoffman's deposition testimony, and "[w]here a deposition and an affidavit are in conflict, the affidavit is to be disregarded and the court should only consider the deposition." Kaplan v. City of Chicago, 2004 WL 2496462, at *2 (N.D. III. 2004) (quoting Amadio v. Ford Motor Co., 238 F.3d 919, 926 (7th Cir. 2001)); see Buckner v. Sam's Club, Inc., 75 F.3d 290, 292 (7th Cir. 1996); Buttron v. Sheehan, 2003 WL 2180112, at *4 (N.D. III. 2003) (affidavit entitled to "zero weight" when contradicted by deposition testimony) (citing Beckel v. Wal-Mart Assocs., Inc., 301 F.3d 621, 623 (7th Cir. 2002)).

At deposition, Hoffman testified that he would have been able to secure a pilot position through a CTR despite his lack of qualifications because, as a former United employee, he would have been an "insider." (Ex. A, Hoffman Dep. at 78-79) But Hoffman offers nothing whatsoever to substantiate that claim. There is no evidence that United prefers "insiders" applying for pilot jobs over "outsiders." In fact, there is nothing in the record at all — and Hoffman points to no piece of evidence — indicating that a request for a CTR to the pilot ranks would be treated any differently than the basic pilot application that Hoffman concedes would have been rejected by United or any other airline due to Hoffman's lack of qualifications.

Said differently, there is nothing in Hoffman's pleadings, or the evidence he cites to, that could lead any trier of fact to conclude that had Hoffman's CTR been processed and he been considered for a pilot position, he would have been hired. To the contrary, the record demonstrates that Hoffman never could have been a United pilot, and therefore that he has no cognizable damages to pursue through a proof of claim. Accordingly, for the reasons described above, in its original objection, and in its motion for reconsideration with respect to the statute of limitations [Docket No. 16073], United respectfully requests that the claim of Peter Hoffman be disallowed.⁵

⁵ Hoffman's brief on the merits also requested additional discovery (Motion, p. 4-5), a request repeated in a separate "Affidavit in Support of Discovery and Stay" also filed by Hoffman. [Docket No. 16723] Hoffman is not entitled to any additional discovery because, contrary to the false statement in Hoffman's motion (p. 5 ¶ VII), discovery closed in the U.S. District Court for the Southern District of New York prior to United's bankruptcy. United provides all of the court orders establishing the close of discovery and a response to Hoffman's discovery request in an opposition brief to Hoffman's "Affidavit in Support of Discovery and Stay" also filed today.

Dated: Chicago, Illinois June 18, 2007

Respectfully submitted,

/s / Michael B. Slade
Marc Kieselstein (ARDC No. 6199255)
David R. Seligman (ARDC No. 6238064)
Michael B. Slade (ARDC No. 6274231)
KIRKLAND & ELLIS LLP
200 East Randolph Drive
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Counsel for the Reorganized Debtors

EXHIBIT A

1 2 UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK 3 4 PETER HOFFMAN, 5 Plaintiff, 6 99 Civ 1375 (WHP) (THK) 7 UNITED AIR LINES, INC. 8 Defendant. 9 10 11 March 29, 2000 12 11:00 a.m. 13 14 Deposition of PETER HOFFMAN, taken by defendant, at the offices of Seyfarth Shaw 15 Fairweather & Geraldson, 1270 Avenue of the 16 Americas, New York, N.Y. 10020, before Joseph B. 17 Pirozzi, a Registered Professional Reporter and 18 19 Notary Public of the State of New York. 20 21 22 23 24 25

1 Hoffman 49 2 and employee is eliqible on 6/15/93. Needs a 3 waiver. " And I have to assume that this UG Revision 583 came from a personnel person that knows about 4 5 this and indicates a waiver is needed. 6 Consequently, this is incomplete. And it 7 is also possible that had Bob attached the waiver to Exhibit D 3 C there was another document that said 8 9 another personnel person would have needed another document that I haven't even contemplated. 10 11 His job was, if he was going to meet the spirit and agreement that we discussed, was to get 12 13 it put in the pile as an eligible candidate. 14 0. Have you got any evidence, documentation 15 or otherwise, that he promised to get you a waiver 16 of the 12-month requirement? 17 Α. No, sir. 18 0. Did you not know about this 12-month 19 requirement when you started with United in 20 June '93? 21 I would imagine that I did know. 22 Did you not learn about this in your 23 orientation? 24 A. That I did not know. Sometime during my 25 employment I did, absolutely. I would believe I

1	Hoffman 50
2	did. It does not come as a shock to me.
3	Q. You have so far not told us that waiver
4	was mentioned in any conversation between you and
5	Mr. Cafiero.
6	A. I have not told you that.
7	Q. Was it ever mentioned?
8	A. I don't remember.
9	Q. Mr. Hoffman, think real hard, you're at
10	the heart of your lawsuit. Was it ever mentioned or
11	not?
12	A. I can't remember. But I will say this,
13	back to what I said a few minutes ago
14	Q. Don't bother. Tell your lawyer, unless
15	it is a direct answer to my question.
16	A. All right.
17	Q. I'm hearing this and I want you to tell
18	me if I've done it right. You knew if not in the
19	beginning of your employment with United, but
20	certainly before the termination of your employment
21	that it was a 12-month employment requirement for
2.2	eligibility to get in the competitive transfer pool?
23	A. Yes.
24	Q. You knew that a competitive transfer
25	request form had a section to be completed by the

1	Hoffman 55
2	A. No, it turns out a good copy is something
3	Jeff had, that's all, after this round trip. But
4	you would have required the original anyway. I'm
5	sorry. What was the question?
6	MR. ROSENFELD: Read where I was, will
7	you please.
8	(Question read)
9	Q did he not explain to you that you
10	had not successfully completed the probationary
11	period?
12	A. No.
13	Q. Did you ever have any conversation with
14	Mr. Cafiero concerning whether you have or have not
15	terminated the probationary period?
16	A. Yes. We did discuss it.
17	Q. When was that?
18	A. You know what, I have to correct what I
19	said a moment ago. He did your question about
20	whether I completed probation successfully. He had
21	said I had not.
22	Q. And when did he tell you that?
23	A. During this very
.24	Q. During this meeting?
25	A. Let me think for a moment. He had told

Hoffman

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me earlier -- either earlier in the day or the day before, not during the same meeting -- he had told me that he had proposed to extend my probation and I had refused that. I think that's the sequence of events.

There was a conversation about the probation extension and there was a conversation that we discussed for the last half hour.

- Q. But my question is, when he told you that you were terminated, did he not tell you you had not successfully completed the probationary period?
 - A. I think he did.
- Q. What was your point earlier, in light of that testimony -- I think you're right on that -- what is your point earlier where you said that your probationary period had already passed. It passed sometime during your employment?
- A. The previous conversation to the one we spent a half hour on, the termination conversation let's call it, and the termination conversation both took place a short time after probation had finished, the six-month period had finished.

Does that make sense? Do you follow?

Q. Six months on the calendar had actually

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A 60

1	Holiman
2	meaning what jobs did you apply for?
3	A. The only one I didn't apply for any
4	because I wasn't given the opportunity to apply for
5	any. There were no positions available.
6	I attempted to get a similar position at
7	LaGuardia and I also looked into the possibility of
8	becoming a cook, I think it's called, in an off-site
9	facility near Kennedy, I think.
10	Q. Before coming to work for United you had
11	previously applied for a pilot position at United,
12	had you not?
13	A. I think so.
14	Q. How many different applications had you
15	submitted?
16	A. I guess one.
17	Q. What year was that?
18	A. I think sometime before what year?
19	Good question. 1990, for argument sake.
20	Q. And how far down into the process had you
21	gotten with that? Had you completed the application
22	for flight officer, a form?
23	A. I believe so.
24	Q. Did you get to the interview stage?
25	A. No. No.

1.	Hoffman 78
-2_	- Q. What made you think you were going to
3	you had any chance of getting to the interview stage
4	using the other route, even if you had been employed
5	for 12 months as an SOR?
6	A. Talking to numerous people before I was
7	employed, let alone after I was employed. The idea
8	actually was not sprung by me to do this. I didn't
9	think it was. I met
10	Q. Are you speaking about the idea of
11	getting another job at United so as to become
12	eligible for the competitive transfer process? Is
13	that what you are talking about?
14	A. I'm talking about being employed with
15	United is better than not being employed with United
16	if I'm trying to get a pilot's job as an employee.
17	Q. Why is that?
18	A. Logic would dictate that that would be
19	the case.
20	Q. Why?
21	A. Bear with me for just a moment.
22	You were starting to ask about the
23	evolution of this idea of becoming an employee and
24	then applying for the pilot job.
25	Q. That's not the question. Why was it more

1	Hoffman 79
2	
	advantageous to apply for a pilot position as a
3	United employee rather than as a non-United
4	employee?
5	A. I think that those that make the hiring
6	decisions would prefer an employee than a
7	non-employee if he or she is being considered as an
8	employee or insider or as a candidate.
9	Q. That's all you think of in response to
10	this question?
11	A. I think of a variety of things but I
·12	think that's most on point.
13	Q. Have you applied to airlines other than
14	United for a pilot position?
15	A. Prior to but not subsequent to my United
16	Airlines application.
17	Q. What other airlines were those?
18	A. I don't remember. Perhaps Continental,
19	perhaps American. At least one of the majors. I
20	learned quickly that I didn't have the skill, hours
21	or experience to qualify for a job in any other way
22	than the one that we've contemplated. That idea was
23	sprung by talking to one of the colleagues
24	colleagues is the wrong word one of the
25	management at United.

Hoffman

As I knew, I didn't have sufficient experience to qualify for a job with United,
American, Continental or any of the 121 carriers.
There was no point if my reapplying, reapplying reapplying. It would go nowhere.

However, as I met a variety of senior executives, including Edward Mathot, captain, flight domicile operations director, having had met him he said the way you can, aside from becoming a flight instructor and/or flying with the commuters, get a job, if you qualify, as far as the pilot corps is concerned, and he encouraged me to do this, was to get a job with United Airlines and then make the request to transfer. That's where this idea came from.

That was my motive for being in this job.

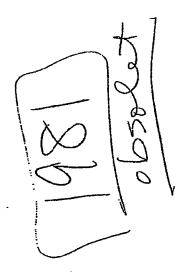
Being paid \$7 an hour was not my favorite choice.

That's why I indicated to you that being worked more than part time was problematic to me because I had a whole other life that I had to attend to, and I was hired part time to complete my duties and eventually transfer.

- Q. You said Captain Mathot?
- A. Yes.

. 1	Hoffman 81
2	Q. Did he tell you about the one-year
3	eligibility requirement?
4	A. I don't know. I don't know.
5	Q. Did you write him for help to get a pilot
6	position after you were fired?
7	A. No. I don't believe so.
8	Q. Did you call him?
9	A. I don't think so.
10	Q. Did you ever ask anybody at United for a
11	waiver of the one-year requirement?
12	A. I don't know. I don't think so.
13	Q. Well, let's start with Mr. Cafiero, did
14	you ask him for a one-year
15	A. I don't think so. I'm not in the
16	personnel business. It was clear that I had to fill
17	out the competitive transfer request, and it was
18	clear that Bob was honorable with me the whole time
19	he was there. That was satisfactory to me.
20	Q. You were also clear there was a one-year
21	eligibility requirement, am I right?
22	A. As we discuss it more and more, it
23	becomes a memory.
24	Q. Was this not clear to you way before you
2.5	completed the competitive transfer request form

EXHIBIT B



- employment
- transfer
- selection & placement
- etc....



United AIRLINES PERSONNEL REGULATIONS

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U) UNITED AIRLINES PERSONNEL REGULATIONS

Part Two

Transfer

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III UNITED AIRLINE

- B. Competitive Transfer Normally a request to change job clas fication. Eligible employees may request .ransfer to any non-management position except those whose entry is regulated by a collective bargaining agreement (1.e., Lead Mechanic). Also included as competitive transfers are those submitted by part-time IAMAW represented employees to change location within their same classification.
- ELIGIBILITY
 - In-Classification Transfer Non-management, non-union employees must complete one year of service to be eligible to request transfer. Thereafter, employees may request transfer in-classification after completing six months at the new organization or location.
 - Competitive Transfer Employees must complete one year of service to be eligible to request transfer. Thoreafter, employees may request competitive transfer after completing one year in the new job classification.

NOTE: Laid-off employees are eligible to submit transfer requests and normal waiting periods are waived. Laid-off employees submitting transfer requests must contact the Employment Center responsible for the processing of the request, by mail, 30 days before the expiration date if they wish to renew the request.

- C. Work Status Change Non-management, nonunion employees may request a work status change within the same organization and classification at any time.
- D. Eligibility Exceptions Requires approval of the employee's Div!sion Personnel.

- RULES
 - A. Five Request Limit An employee can have no more than 5 Transfer Requests active at any one time. Each Transfer Request must specify one position and one location only. Division Personnel must approve exceptions.
 - 8. Expiration Date Transfer Requests expire automatically without notice one year from the effective date indicated by the originating Employment Center. A new Transfer Request (UPE 1818) must be completed and processed to reactivate a request. The Employment Center will forward the expired transfer request to the supervisor for inclusion in the employment file.
 - C. Medical Qualification Employees transferring to positions where the medical qualifications differ from those in the present position must meet the medical requirements of the new positon. Such testing is at company expense unless otherwise noted. See Regulations 15-16, Personnel General (Medical Examinations).
 - D. Skills and Abilities Employees requesting transfers must possess all job skills and abilities that are specifled for the position in company job descriptions, Regulations 18-6. Employees unable to perform certain duties specified in 18-6 (such as physical lifting, typing, shorthand, etc.) must indicate such limitation on the Transfer Request form. Any Ilmitations will be reviewed with the potential receiving organization to determine if an accommodation can be made, if required.

15-4 4/1/81 Page 44 EMPLOYEE REQUESTED TRANSFERS TO NON-MANAGEMENT POSITIONS

EXHIBIT C

1 2 UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK 3 4 PETER HOFFMAN, 5 Plaintiff, 6 ν. 99 Civ 1375 (WHP) (THK) 7 UNITED AIR LINES, INC. 8 Defendant. 10 11 March 29, 2000 3:50 p.m. 12 13 14 Deposition of ROBERT M. CAFIERO, taken by plaintiff, at the offices of Seyfarth Shaw 15 Fairweather & Geraldson, 1270 Avenue of the 16 Americas, New York, N.Y. 10020, before Joseph B. 17 Pirozzi, a Registered Professional Reporter and 18 Notary Public of the State of New York. 19 20 21 22 23 24 25

> PIROZZI & HILLMAN 212-213-5858

MAN 58 5000

1	Hoffman 6
2	Q. And have you ever used that policy?
3	A: My recollection
4	Q. The procedure, I should say.
5	A. Have I ever used the procedure?
6	Q. Because you said it was not a policy, I
7	mean a procedure.
8	A. I can recall once, maybe twice, in all my
9	years with the company having used it.
10	Q. And when you used it, you filed a waiver
11	request?
12	A. I did not. Recommendation is to my
13	immediate boss who is the manager of the department
14	who files the waiver.
15	Q. Do you remember Grodin, Jim Grodin?
16	A. Yes, I do.
17	Q. And do you remember that he used a
18	competitive transfer request to change his location?
19	A. I was not aware of him filing the
20	competitive transfer request. I don't recall Mr.
21	Grodin's transfer in any kind of detail, to be
22	honest.
23	Q. What was his job?
24	A. While he was in my employ?
25	Q. Yes.

1	Hoffman 7
2	A. Station operations representative.
3	Q. Do you remember that he was hired at
4	approximately the same time as Peter Hoffman?
5	A. I couldn't say. To my recollection, he
6	transferred in from Los Angeles, as I recall, same
7	time frame, I can't give you.
8	Q. And how long was he working as an SOR?
9	A. Again, I
10	Q. At Kennedy?
11	A. I can't tell you.
12	Q. Do you remember Brenda Rosen?
13	A. No.
14	Q. Do you remember discussing with Peter
15	Hoffman extending his probation?
16	A. No, I do not.
17	Q. Do you remember discussing with Peter
18	Hoffman terminating his employment as an SOR?
19	A. I remember it happening, the details of
20	which I would be hard-pressed to give you.
21	Q. Do you remember agreeing with Peter
22	Hoffman to process his competitive transfer request?
23	A. After listening to the deposition given
24	by Mr. Hoffman, some thoughts came back to me
25	regarding his competitive transfer request.

1 Hoffman 2 Peter and I did discuss it. I mentioned 3 to Peter that I could not forward this to Chicago formally because of the 12-month, but I would give 4 5 it to flight operations for review, knowing that 6 they were always looking for people in that department in an intern or administrative capacity 7 Do you remember that when you discussed 8 Q. that with Peter Hoffman he agreed with you that he 9 would resign from his position and you would rescind 10 11 a termination? 12 Α. If you are asking me if we would accept 13 his resignation in lieu of my firing him, I don't recall the exact details, but the evidence that I've 14 15 seen in the records indicate that that's what took 16 place. 17 Does this sort of jog your memory that 18 you recall that that happened? 19

- A. Judging from the review of the records, yes.
- Q. And was that under an agreement that you would process his competitive transfer request and he would resign?
 - A. I don't recall that.

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Q. Do you recall when the competitive

PIROZZI & HILLMAN 212-213-5858

A 75

	Hoffman 1
	2 A. I would not have sent this on.
	Q. Could you explain that?
	A. I discussed this with Peter, I think a
	number of times, that this document cannot be
ı	formally processed because of the 12-month
•	requirement and that I would present it to the
8	flight operations division for them to go over
9	Peter's work history.
10	
11	division?
12	A. Right down the hall.
13	
14	you would do that?
15	A. Yes.
16	Q. And when you agreed with Mr. Hoffman that
17	you would submit it to flight operations, did you
18	intend that it would be in a viable form for their
19	consideration?
20	A. No. The only thing I told Peter I would
21	do for him is let them know Peter's interest in
22	securing a position in that division.
23	Q. And what happened next?
24	
25	A. I reviewed the case with flight ops and I know I did do that. Exactly what transpired with
	The transpired with

1	Hoffman 17
2	A. I can request through my manager to have
3	him grant anyone in the department a waiver based
4	upon circumstances, yes.
5	Q. And did you in this case for Mr. Hoffman:
6	A. No, I did not.
7	Q. Why not?
8	A. Because I didn't formally process the
9	competitive transfer.
10	Q. Now, when you said earlier that at the
11	beginning Mr. Hoffman was a very good or exemplary
12	employee and then there developed some problems,
13	what were you referring to?
14	A. Peter had two very big problems working
15	in the planning center. Number one was, he would do
16	his work, he would get up and he would talk to every
17	available pilot or go down the hall, which was just
18	a few steps away, into flight operations and grab
19	whoever he could in there and strike up a
20	conversation.
21	This was noted, not only by myself, but
22	during the periods of time that I was not at work
23	and the shift supervisor was his direct supervisor,
24	and it was fed back to me.
25	The other big problem that I had with

1	Hoffman 18
2	Peter was his inability to get along with his
3-	co-workers.
4	This was discussed with Peter on many
5	occasions throughout the period of time that he
. 6	worked in the planning center, which ultimately led
7	up to my asking for his resignation.
8	Q. Who was the shift supervisor who you
9	referred to earlier?
10	A. There were many. We had at the time
11	about nine different supervisors working in the
12	department.
13	Q. And did he have trouble with all of them?
14	A. I got reports from quite a few. At least
15	half.
16	Q. So at least five?
17	A. Yes.
18	Q. And do you remember any one of the names
19	of those five?
20	A. Specifically with a name attached, no.
21	Q. Do you remember any of the co-workers
22	with whom he had conflicts?
23	A. One Peter even mentioned the name, Daniel
24	Bien.
2.5	Q. And did Mr. Bien have any problem with

	1 -
1:	Hoffman 20
2	waiver of the 12-month requirement in order for it
3	to be considered, is that correct?
4	A. If the form was going to be filed, the
5	waiver needed to be attached. The intention was not
6	for it to be formally filed at that time.
7	Q. You never intended to formally file it?
8	A. I couldn't formally file it. That form
9	was completed after Peter's termination.
10	Q. And would there be a way to have a waiver
11	of the fact that he was no longer an employee?
12	A. If there is one, I am not aware of it.
13	Q. So you told Peter that you would talk to
14	flight operations and try to help him in any way he
15	could to become a flight officer or a pilot, is that
16	correct?
17	A. No. I told Peter Peter and I had
18	conversation about him joining the division in some
19	capacity, not specifically a flight officer. It may
20	have included that conversation but not specifically
21	a flight officer. We had this conversation
22	throughout Peter's tenure.
23	Peter made it very clear to me and
24	everyone else that worked there that he eventually

wanted to get into flight operations.

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Hoffman

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and we discussed problems many times over, I always told Peter that I regarded him as a very capable employee, a very smart man. That wasn't the problem. The problem was his inability to get along with his co-workers and his almost being bored in the job, completing his tasks, getting up and disappearing.

His job performance was not the issue.

His work ethics, while in the job, was an issue.

- Q. Is it United's policy when asking for resignations to say that a person resigned for personal reasons instead of saying they were fired or terminated?
- A. Like I said before, we give the employee the option. It makes things less complicated for both United Airlines, and the employee who wants to seek other employment.
- Q. And it is United's policy to write that down on whatever documents concluding competitive transfer requests?
- A. If they accept that option -- on the transfer request?
 - Q. Yes.
 - A. Well, again, to close the file, I used

PIROZZI & HILLMAN 212-213-5858

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EXHIBIT D

Peter L. Hoffman

345 East 73rd Street, Apt. 10A New York, MY 10821 3765 (212) 734 3331

December 18, 1992

Mr. Robert Cafiero Supervisor United Airlines JFKCG Bldg. 59 JFK Airport Jamaica, NY 11430

Dear Bob:

Due to personal reasons, I hereby tender my resignation from United Airlines, JFKOO as a Station Operations Representative effective January 4, 1993.

I am very glad to have had the opportunity to work for you in the UAL JFK Airport Planning Center and Flight Operations Department.

I sincerely hope, should circumstances permit, I again will be given the opportunity to work for United Airlines.

I wish you the best in the Holiday season.

Sincerely yours,

Peter L. Hoffman

EXHIBIT

3/29/00

Page 1

IN THE UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION

TRANSCRIPT OF PROCEEDINGS BEFORE THE HONORABLE EUGENE R. WEDOFF

APPEARANCES:

MR. MIKE SLADE on behalf of United;

MS. ELLEN YEARWOOD on behalf of Leon Ramsey.

ALSO PRESENT:

MR. PETER HOFFMAN (TELEPHONICALLY).

- THE CLERK: UAL Corporation, 02 B 48191.
- 2 THE COURT: Okay. Let's take up
- 3 Mr. Hoffman's matter first.
- 4 Would you state your appearance,
- 5 Mr. Hoffman.
- 6 MR. HOFFMAN: Peter Hoffman, Your Honor.
- 7 THE COURT: Okay.
- 8 MR. SLADE: Your Honor, Mike Slade for
- 9 United.
- 10 THE COURT: Okay. I have a ruling to
- 11 read into the record. This matter is before the
- 12 court, claim number 345 of Peter Hoffman, on
- 13 United's objection. Mr. Hoffman's claim is based on
- 14 damages arising from an alleged failure by United to
- 15 process his Competitive Transfer Review, or CTR, to
- 16 become a pilot in violation of an alleged oral
- 17 contract. Hoffman alleges that, had the CTR been
- 18 processed, United would have hired him as a pilot.
- 19 Hoffman brought this claim in New York state court
- 20 in 1999 and United removed it to federal district
- 21 court. The parties completed discovery, as
- 22 reflected in the case's docket report and two orders
- 23 of the magistrate judge presiding over the case.
- 24 United moved for summary judgment. However, before
- 25 judgment could be rendered, United filed for

- 1 bankruptcy and Hoffman filed his claim as a creditor
- 2 of the estate. United objects to the claim on two
- 3 grounds. First, United argues that New York's
- 4 statute of limitations bars this claim. Second,
- 5 United argues that Hoffman's claim fails on its
- 6 merits.
- 7 At an earlier hearing, this court
- 8 rejected United's statute of limitations argument
- 9 and instructed the parties to address the merits.
- 10 United filed a motion for reconsideration of its
- 11 statute of limitations defense and both parties
- 12 submitted arguments regarding the merits. Both
- 13 motions are now ready for ruling.
- 14 United's motion for reconsideration
- 15 will be denied. As discussed on the record on
- 16 May 17, 2007, United had a reasonable amount of time
- 17 to complete the alleged oral contract, and the
- 18 statute of limitations did not begin running until
- 19 after that reasonable time period ended. Again, as
- 20 previously discussed, the length of that reasonable
- 21 period is a question of fact under New York law.
- On the merits, however, United's
- 23 objection will be sustained and the claim will be
- 24 disallowed. By objecting to the claim under Section
- 25 502(b) of the Bankruptcy Code, Title 11 U.S.C.,

- 1 United instituted a contested matter is adjudicated
- 2 in accordance with Rule 9014 of the Federal Rules of
- 3 Bankruptcy Procedure. Rule 9014(c) applies to
- 4 contested matters the provisions of Bankruptcy Rule
- 5 7056, which, in turn, incorporates Rule 56 of the
- 6 Federal Rules of Civil Procedure. Summary judgment
- 7 is thus available in the claims adjudication
- 8 process.
- 9 Accordingly, the legal standard to
- 10 be applied is whether there is any genuine issue as
- 11 to any material fact such that this matter should be
- 12 set for trial. In order to prevail, Hoffman must
- 13 establish that he would have been hired as a pilot
- 14 had the CTR been processed. This is a material
- 15 fact. See Fishman versus Teter, 133 F.2d 222,
- 16 Seventh Circuit, 1943, defining a material fact as
- 17 one that a party must establish in order to prevail.
- 18 A genuine issue as to this material
- 19 fact would exist if there were sufficient evidence
- 20 favoring Hoffman for a jury to return a verdict in
- 21 his favor. Anderson versus Liberty Lobby, Inc., 477
- 22 U.S. 242, 1986. Because Hoffman has offered no
- 23 evidence to support this fact, summary judgment is
- 24 appropriate. Save Our Cemeteries, Inc. versus
- 25 Archdiocese of New Orleans, Inc., 548 F.2d 1074,

- 1 1077, Fifth Circuit, 1978.
- 2 To support its contention that
- 3 Hoffman would not have been hired as a pilot, even
- 4 had the CTR been processed, United offered Hoffman's
- 5 own admission that he was not qualified to be a
- 6 pilot and that his application for that position had
- 7 been rejected by other major airlines. In response,
- 8 Hoffman claims that he would have been hired through
- 9 the CTR process in spite of his lack of
- 10 qualification, but Hoffman offers no evidence at all
- 11 to support this assertion. The only evidence before
- 12 the court is that Hoffman is not qualified to be a
- 13 pilot, and the only reasonable conclusion is that he
- 14 would not have been hired as a pilot even had the
- 15 CTR been processed.
- 16 Furthermore, summary judgment cannot
- 17 be denied on the basis that more discovery would be
- 18 appropriate. Hoffman was given a full opportunity
- 19 to pursue discovery in the previous litigation,
- 20 making additional discovery here inappropriate. If
- 21 he was unable to discover any evidence to put this
- 22 crucial fact at issue during the time when discovery
- 23 was open in the New York proceeding, it is very
- 24 unlikely he would be able to do so now, 15 years
- 25 after the events in question. United's objection to

- 1 this claim will therefore be sustained and the claim
- 2 disallowed in its entirety.
- MR. SLADE: Thank you, Judge. Do you
- 4 need a separate order from us or are you just going
- 5 to -- okay. We'll get that to Ms. William.
- 6 THE COURT: Okay. Mr. Hoffman, you'll
- 7 have a right to appeal that will begin running as
- 8 soon as the order is docketed, so you'll want to
- 9 check, if you do wish to pursue appeal, to find out
- 10 when that docketing takes place. I believe you have
- 11 ten days thereafter to file a notice of appeal in
- 12 the district court.
- MR. HOFFMAN: Understood. Your Honor,
- 14 can I ask a question or two?
- THE COURT: At this point I don't think
- 16 that would be necessary, but go ahead.
- MR. HOFFMAN: Would you permit me to make
- 18 a motion to reargue because the court may have
- 19 missed something in its ruling on --
- THE COURT: You have rights, Mr. Hoffman,
- 21 to seek my review under Bankruptcy Rule 9023 or
- 22 9024. You might want to check those out.
- MR. HOFFMAN: Okay. And I think, Your
- 24 Honor, you might have missed something in my papers
- 25 that --

Page 7 1 THE COURT: Well, that's what 9023 and 2 9024 are designed to address. 3 MR. HOFFMAN: It seems, Your Honor, that 4 you read this from notes or something. Is it 5 possible for me to get a copy of what you read? 6 THE COURT: Yes. You can talk with the 7 court reporter to get a transcript. MR. HOFFMAN: Would I be able -- that's a 9 little bit cumbersome. Would it be possible to just 10 ask your courtroom deputy to provide me a copy of 11 what you read --12 THE COURT: No, that's not possible. 13 need to contact the court reporter. The deputy 14 doesn't have access to the transcript. 15 MR. HOFFMAN: And what you've read is not 16 available to --THE COURT: It is available through the 17 18 court reporter. 19 MR. HOFFMAN: Okay. 20 THE COURT: Okay. 21 MR. HOFFMAN: All right. Very well. 22 THE COURT: Okay. 23 MR. HOFFMAN: Thank you very much. 24 THE COURT: Now, there are other matters 25 on the call today.

IN THE UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION

n re:) Chapter 11
UAL CORPORATION, et al., Reorganized Debtors.	Case No. 02 B 48191 (Jointly Administered) Honorable Eugene R. Wedoff
)

ORDER GRANTING ADDITIONAL RELIEF SOUGHT IN THE REORGANIZED DEBTORS' FORTY-SEVENTH OMNIBUS OBJECTION TO CLAIMS [RELATED TO DOCKET NO. 16538]

REGARDING CLAIM OF PETER HOFFMAN, CLAIM NO. 345

Upon the above-captioned reorganized debtors' (collectively, the "Reorganized Debtors") Forty-Seventh Omnibus Objection seeking entry of an order expunging, reducing or reclassifying claims; and no previous application for such relief having been made; and it appearing that this Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and it appearing that this proceeding is a core proceeding pursuant to 28 U.S.C. §§ 157 and 1334; and upon consideration of the Reorganized Debtors' Forty-Seventh Omnibus Objection, claimant's response briefs, and the Reorganized Debtors' reply briefs; and due and proper notice of the Reorganized Debtors' Forty-Seventh Omnibus Objection having been given; and it appearing that no other notice need be given; and after due deliberation and sufficient cause appearing therefor; it is HEREBY ORDERED:

1. Claim No. 345, filed on behalf of Peter Hoffman, is disallowed in its entirety for the reasons stated on the record in open court on June 28, 2007.

- 2. Poorman-Douglas, as the Reorganized Debtors' notice and claims agent, is hereby authorized and directed to update the Reorganized Debtors' Claims register to reflect the disallowance of Claim directed by this Order.
- 3. This Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.
- 4. Notwithstanding the possible applicability of Bankruptcy Rules 6004(g), 7062, 9014, or otherwise, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.
- 5. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

Chicago, Illinois Dated: _____, 2007

Eugene R. Wesloff

United States Bankruptcy Judge

6/28/07

UNITED STATES BANKRUPTCY COURT NORTHERN DISTRICT OF ILLINOIS **EASTERN DIVISION**

UNITED STATES BANKRUPTCY COURT NORTHERN DISTRICT OF ILLINOIS JUL 1 9 2007

Chapter 11

Kanneth & Gardner, Glenk PS REP. . SJ

In re:

Case No. 02B48191

United Airlines, Inc.,

NOTICE OF MOTION FOR

Debtor

RECONSIDERATION OF THE COURT'S JUNE 28TH, 2007 RULING

Hon E R. Wedoff Hearing on: July 31st, 2007

Creditor: Case: Claim#: Claim Date: Claim Total: Peter Hoffman 02-48210 345 2/6/03 \$2,250,000.00

PLEASE TAKE NOTICE that upon the annexed Affidavit of Peter L. Hoffman, sworn to on July 12, 2007, and upon the pleadings and proceedings had herein, the Creditor, Peter L. Hoffman will move the United States Bankruptcy Court for the Northern District of Illinois, Eastern Division for an order

WHERE:

United States Bankruptcy Court for the Northern District of Illinois

219 S. Dearborn St. Chicago, Illinois 60604

WHEN:

July 31, 2007

RELIEF SOUGHT:

Respectfully requesting that the Court enter an Order:

- à. Vacating the order handed down on June 28, 2007, and
- Denying the Debtor's objection to this Creditor's claim; and b.
- Permitting limited further discovery; and Ċ.
- d. Permitting the matter to proceed to a status conference or as the Court sees.
- Awarding to Creditor such other and further relief as this Court may deem e. just and proper.

Dated: Upton, MA July 12, 2007

Peter Hoffman

ours, etc.

Creditor

42 Walnut Street

Upton, MA 01568

212-794-1000

FILED UNITED STATES BANKRUPTCY COURT NORTHERN DISTRICT OF ILLINOIS

UNITED STATES BANKRUPTCY COURT NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION

KENNETH S. GABBRER, GLERK PS REP. - SJ

JUL 1 9 2007

		·	Chapter 11	
Ĭn re:			Case No. 02B48191 AFFIDAVIT IN SUPPORT FOR RECONSIDERATION OF THE COURT'S JUNE 28th, 2007 RULING	
United Airlines, Inc., Debtor				
			Hon E R. Wedoff Hearing on: July 31 st , 2007	
Creditor:	Case:	Claim#:	Claim Date:	Claim Total:
Peter Hoffman	02-48210	345	2/6/03	\$2,250,000.00

PETER L. HOFFMAN, being duly sworn, deposes and says:

- I am a Creditor in the above captioned proceeding. I make this affidavit based on personal knowledge of the facts to which I can testify as a witness or where noted upon information and belief that I trust to be true from the circumstances.
- 2. I am not an attorney, I am pro se and request appropriate latitude be extended to me regarding standards to which licensed attorneys are held.
- The following evidence, provided here in an <u>offer of proof</u>, will support the fact that I, Peter Hoffman, was qualified to be hired as a pilot, the central factor that the court cited in its June 28th, 2007 ruling to disallow this claim.

a) MEDICALLY QUALIFIED

I held a <u>First Class Medical Certificate</u> for the entire period in question. Hereto attached as <u>Exhibit A</u> I have included my Medical Certificates from January 30, 1991 to January 6, 1993.

NOTE

Starting many years before 1992 and continuing many years afterwards, I sought and obtained a first class medical certificate. This class of certification is the highest level of certification available to a civilian pilot in the United States, the certificate that airline pilots possess. The certificate, as one might imagine, is

only issued to medically and physiologically healthy pilots with good backgrounds.

NOTE

§ 61.23 (FAR) Medical certificates: Requirement and duration. (partial)

(a) Operations requiring a medical certificate. Except as provided in paragraphs

2

(b) and (c) of this section, a person-

- (1) Must hold a first-class medical certificate when exercising the privileges of an airline transport pilot certificate;
- (2) Must hold at least a second-class medical certificate when exercising the privileges of a commercial pilot certificate;

b) CERTIFICATE/FAA QUALIFIED

At all times for the period 1992, I held <u>commercial and instrument pilot certificate</u> for airplanes (singe engine land & multi engine land). Hereto attached as <u>Exhibit</u> B, I have attached a copy of my FAA issued Pilot Certificate dated October 15, 2003. I represent under penalty of perjury that prior to 1992 that I held the same certificates and ratings.

NOTE (Source: FAA, Air Carrier Flight Training Branch)
In order to be hired and deployed as a pilot by any US "121" airline (such as UAL) one must have at least:

- -Commercial Pilot Certificate
- -Instrument Pilot Certificate
- -Multi Engine Land Pilot Certificate
- -First Class Medical Certificate

NOTE

On the copies of my log book, provided with this affidavit, coincidentally, one may note, on line one, that I successfully flew a <u>DC-10 simulator with a UAL</u> "Standards and Evaluation" Capt. This privilege would normally be granted to pilots only. Simulator time is valuable. Available time on the simulator is often available at a premium. While I may not have been a pilot with UAL, I was respected enough to be granted the privilege to have a half hour of training with a highly qualified Capt of as well on a multi million dollar simulator.

NOTE

The International Women's Society for Airline Pilots www.iswap.org/html/tips.html have titrated requirements into a very simple form. The following is an excerpt for requirements for pilots:

Commercial Pilot Certificate: Must be 18 years old, have a second class medical, a minimum of either 190 hours (FAR Part 141) or 250 hours (FAR Part 61) of flight time, of which you must have 10 hours in a high performance aircraft, 100 hours solo, and 40 hours cross country. You must successfully complete a written exam and an FAA flight test. Now you may fly

for hire. However, you will have restricted privileges if you do not have an instrument rating.

Airline Transport Pilot Certificate (ATP): Must be 23 years old, a high school graduate or equivalent, possess a commercial certificate, first class medical (if your eyesight is worse than 20/200, you must obtain a waiver), 1500 PIC hours, pass a written exam and an FAA flight test. Now you may perform Pilot-in-Command (PIC) duties in airline and other transport operations

3

ADDITIONS TO PILOT CERTIFICATES:

Instrument Rating - 125 total hours required, including 40 hours instrument training of which 15 hours must be with an instrument instructor in an airplane, 50 hours Pilot-In-Command cross country time, written test and an FAA flight test. Now you can fly in the clouds (IFR).

Multiengine Rating - Usually around 10 hours multiengine training and an FAA flight test. Now you can fly smaller aircraft with more than one engine.

Type Ratings - Usually specialized training in one specific aircraft. Required for all jets and large propeller aircraft.

The only certificate necessary to fly for the airlines is the Commercial Certificate with instrument rating.

c) THE COURT RULES THAT HOFFMAN IS NOT QUALIFIED TO BE A PILOT (BY HOFFMAN'S OWN ADMISSION)

Perhaps Your Honor mistakenly misunderstood my explanation, for the statements made by me during my deposition (which were taken out of context), contained in my Sur Reply dated June 22nd, 2007. It is listed below in italics.

Once again United is being misleading.

As an outsider, I would likely have not be chosen for an interview with most of the major airline carriers despite being qualified. However, as (an) insider, I would have been chosen for the interview and likely ultimately become a United Pilot.

I would not have taken this \$7 per hour job if the above United statement that I was "woefully unqualified" was accurate. There is no question, which may be proven, that applicants with far LESS QUALIFICATIONS than I were hired in this same time frame. Should the court permit further discovery, this too would be borne out by discovery results. As I have mentioned to United counsel during informal discussions, traditionally, the most difficult part of getting an airline job is getting the interview, NOT getting the job. As an employee of United one would normally be

granted an interview, assuming that the requisite minimums were met. My qualifications were far above the required minimum qualifications at that time.

There must be finding that there is a question of fact regarding this question of whether I was qualified to become a Pilot or not. I claim, and has NOT refuted, particularly with any evidence or proof, that the standard that UAL was guided by during the period in question was one that shows that I did not meet. One must note that any writing offered by showing the minimum qualifications are conspicuously absent. I, on the other hand, have now provided an outline of standards that was guided by as well as my qualifications with evidence to support my statements (see para a, b & e).

d) SENIORITY VS QUALIFICATIONS

Regardless of ones' qualifications in the airline industry, it is customary and standard for the seniority to govern where in the cockpit (left seat (Capt) or right seat (First Officer also known as Second in Command)) and what aircraft one is assigned to (as a pilot). So whether one is a retiring naval aviator joining an airline or a person with far different qualifications like myself, the new hire is placed in these assignments according to seniority ONLY (with rare exceptions; e.g. Instructor Pilot, management, etc.). So, all new hire pilots are trained identically (some argue that less experienced pilots, especially non military, are more desirable because they can be more easily molded to the standards that the airline would like.) and are put into the right seat of an aircraft (First Officer) until he/she gains seniority and has been retrained for the new aircraft. Thus, despite my qualifications, I would likely not be placed in a 747 in the beginning of my career and definitely not be placed in command (Capt) of any aircraft. I would only be a first officer and likely on a far smaller aircraft (due to seniority)

NOTE

http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=16058bf9a4d693599aa8553c00760bb0&rgn=div5&view=text&node=14:2.0.1.1.2&idno=14#14:2.0.1.1.2.1.1.2

§ 61.55 Second-in-command qualifications. (Excerpt) (Source: FAA)

- (a) A person may serve as a second-in-command of an aircraft type certificated for more than one required pilot flight crewmember or in operations requiring a second-in-command pilot flight crewmember only if that person holds:
- (1) At least a current private pilot certificate with the appropriate category and class rating; and
- (2) An instrument rating or privilege that applies to the aircraft being flown if the flight is under IFR; and
- (3) The appropriate pilot type rating for the aircraft unless the flight will be conducted as domestic flight operations within United States airspace.

- (b) Except as provided in paragraph (e) of this section, no person may serve as a second-in-command of an aircraft type certificated for more than one required pilot flight crewmember or in operations requiring a second-in-command unless that person has within the previous 12 calendar months:
- (1) Become familiar with the following information for the specific type aircraft for which second-in-command privileges are requested—

e) CTR WAS SUBMITTED

While my Supervisor, Robert Cafiero is not qualified to vet pilot candidates, he is a seasoned employee as well as a well respected member of management at. The fact that Bob completed the CTR, hereto attached as Exhibit C, certainly intimates that he felt that I was sufficiently qualified to forward my application for transfer to become a pilot. Bob had spent decades at and with and around pilots. His decision to transfer me to the Pilot corps was not done in a vacuum. While the issuance and submission of the CTR is not despositive, it must provide some evidence of my qualifications.

f) ADA & EEOC

It should be noted that in 1977 (perhaps before this year as well) the EEOC commenced an action against UAL. As UAL had compliance issues, apparently, the EEOC as well as other governmental agencies and private parties commenced other actions against UAL. One of the results of these actions were, in part, defining (and reducing) pilot hiring standards as well as a consent decree. I have noted those standards, as best I am able, below in paragraph (g). My understanding is that the cite is, U.S. Court of Appeals 1977 EEOC v., Inc., et al., 560 F. 2d 224 (June 28, 1977).

g) HIRING STANDARDS FOR EMPLOYEES (INTERNALS)

During the year 1992 the minimum requirements to become an Pilots were, in relevant part (taken from memory and experience as a pilot for over 25 years), as follows:

(Source: Capt. Ed Methot)
300 hours Total Time - Fixed Wing
Current First Class Medical
Current Commercial Certificate with Multi-engine land rating
High School diploma or GED equivalent
Legal to work in the United States.

PETER HOFFMAN (Source: My documents)
650+ hours Total Time - Fixed Wing
Current First Class Medical
Current Commercial Certificate with Multi-engine Land rating